



May 1, 2014

Mr. Todd Clifford
TD Development, LLC
720 Eagle View Court
Mason, Ohio 45040

RE: Proposal for Asbestos Consulting Services
Former Beech Nut Facility – 102 Church Street, Canajoharie, New York 13317
AECC Proposal Number: P14-140

Dear Mr. Clifford:

The Asbestos & Environmental Consulting Corporation (AECC) is pleased to provide you with this proposal for asbestos consulting services associated with the former Beech Nut facility, located at 102 Church Street, in Canajoharie, New York. The anticipated services shall include:

- Completing bulk sampling (where still required, such as the roofing system) and analysis to supplement the existing pre-demolition survey.
- Amending the existing site-specific variance petition and submitting it to the NYSDOL Engineering Department to address any disturbed asbestos-containing materials and to provide relief on other project-related work, generally leading to time / cost savings.
- Performing abatement project & air monitoring services to satisfy state and federal requirements.

The services shall be utilized to facilitate demolition and renovation work at the project site. This proposal addresses AECC's understanding of the scope of work, schedule, reporting, and fees.

TASK 1, ASBESTOS BULK SAMPLING

Asbestos Bulk Sampling – AECC shall provide a New York State Department of Labor (NYSDOL) certified Asbestos Building Inspector to perform additional investigation / sampling to supplement any existing survey reports associated with the project site. The work shall be performed on an as-needed basis, as per the direction of the Client.

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TASK 2, CONTAMINATION ASSESSMENTS & SITE-SPECIFIC VARIANCE PETITION

Contamination Assessment Work – As required by the New York State Department of Labor (NYSDOL) Industrial Code Rule 56 (ICR 56) regulations, an asbestos contamination assessment is required to be conducted for any uncontrolled disturbance of ACM. Disturbances have been identified by the NYSDOL at this facility. As needed, AECC will provide a NYSDOL-certified Asbestos Building Inspector / Air Sampling Technician to visually assess the area of disturbance. Bulk, air, and / or wipe samples shall be collected (as necessary) to delineate the limits of the asbestos contamination and to determine the extent of the asbestos cleanup / abatement work required. The area(s) of asbestos contamination will be measured and delineated on a site plan sketch. The bulk or wipe samples collected during the asbestos contamination assessment will be sent by to AmeriSci New York for laboratory analysis.

Site-Specific Variance Petition – After the asbestos contamination assessment work has been completed, a NYSDOL asbestos-certified Project Designer will amend the existing NYSDOL approved site-specific variance petition for the cleanup / abatement of the identified area(s) of asbestos contamination. The variance will additionally address other means / methods of performing abatement at the facility that shall provide relief from literal interpretation of ICR 56 regulations, generally leading to time / cost savings. The asbestos variance petition will include necessary documentation and will be submitted electronically to the NYSDOL Engineering Services Unit for review.

TASK 3, ABATEMENT MONITORING SERVICES

Asbestos Abatement Monitoring Services - AECC shall provide a New York State Department of Labor (NYSDOL) certified Project Monitor to provide asbestos abatement air sampling and analysis in accordance with New York State Industrial Code Rule 56. In addition, the Project Monitor will oversee the contractor to ensure compliance to applicable laws, regulations, and job specifications. Our services will include background air sampling prior to the start of the project, pre-abatement air sampling, daily perimeter air sampling, and post-abatement clearance air sampling (as required). Air samples will be analyzed by a New York State Department of Health (NYSDOH) accredited laboratory, and results will be provided to Site within forty-eight (48) hours of collection, except for final air samples which shall be submitted for rush sample turnaround.

SCHEDULE & REPORTING

Task 1, Asbestos Bulk Sampling – Any bulk sampling work shall be performed as per the direction of the Client. Any samples collected shall be sent out for 24-hour or 5-day turnaround, based upon the demands of the project.

Task 2, Contamination Assessments & Site-Specific Variance Work – Within three (3) days of receiving authorization-to-proceed, AECC's Project Designer shall review the existing survey, site conditions, and the site-specific variance. Post review, AECC shall make recommendations to the Client on how to proceed with the contamination assessments and site-specific variance petition.

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Task 3, Abatement Monitoring Services - A final close-out report will be issued within thirty (30) days of completion of the project. The report will include project monitoring logs, air monitoring data sheets, laboratory air sampling reports, sample chain-of-custodies, and contractor submittals*.

**Note – Due to waste generator regulations, the Client shall be responsible for obtaining all waste manifests and / or other waste-related documentation. AECC shall review this documentation for the Client, if specifically requested in writing.*

FEES

Task 1, Asbestos Bulk Sampling – AECC shall bill the Client on a time & materials basis at the following unit rates:

<u>Labor / Expense Category</u>	<u>Fee</u>	<u>Fee Type</u>
Asbestos Building Inspector (<5 years exp)	\$50.00	Hourly Weekday Rate
Asbestos Building Inspector (5+ years exp)	\$85.00	Hourly Weekday Rate
PLM Friable Bulk Sample Analysis	\$10.00	Per Sample (5 Day Turnaround)
PLM Friable Bulk Sample Analysis	\$17.50	Per Sample (24 Hour Turnaround)
PLM NOB/TEM Bulk Sample Analysis	\$50.00	Per Sample (5 Day Turnaround)
PLM NOB/TEM Bulk Sample Analysis	\$65.00	Per Sample (24 Hour Turnaround)
Mileage	Per Mile	Federal IRS Mileage Rate

Task 2, Contamination Assessments & Site-Specific Variance – AECC shall bill the Client on a time & materials basis at the following unit rates:

<u>Labor / Expense Category</u>	<u>Fee</u>	<u>Fee Type</u>
Asbestos Bulk / Air Technician	\$50.00	Hourly Weekday Rate
Asbestos Project Designer	\$85.00	Hourly Weekday Rate
PLM Wipe Sample Analysis	\$17.50	Per Sample (24 Hour Turnaround)
PCM Air Sample Analysis	\$8.50	Per Sample (24 Hour Turnaround)
TEM Microvac Analysis	\$150.00	Per Sample (24-Hour Turnaround)
Mileage	Per Mile	Federal IRS Mileage Rate

Task 3, Abatement Monitoring Services – AECC shall bill the Client at the following unit rates:

<u>Labor / Expense Category</u>	<u>Fee</u>	<u>Fee Type</u>
Project Monitoring & Air Sampling	\$450.00	Daily Weekday Rate (up to 9 hrs/day)
Project Monitoring & Air Sampling	\$550.00	Daily Weekend Rate (up to 9 hrs/day)
Project Manager	\$85.00	Hourly Rate
PCM Air Sample Analysis	\$8.50	Per Sample (1-Day Turnaround)
PCM Air Sample Analysis	\$11.00	Per Sample (Rush Turnaround)
PCM Air Sample Analysis	\$15.00	Per Sample (Weekend Turnaround)
Mileage	Per Mile	Federal IRS Mileage Rate

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Services will be billed in accordance with the attached Terms & Conditions and the following assumptions:

ASSUMPTIONS AND LIMITATIONS

1. It is assumed that the existing survey documentation is substantially complete. AECC's services described in Task 1 shall be utilized only to supplement the existing report information (i.e. roof sampling that has not been performed). If AECC needs to complete an initial survey or re-do an existing survey, these services shall be performed under a separate proposal or change-order agreement.
2. It is assumed that the NYSDOL Engineering Department will allow AECC to amend the existing site-specific variance petition. If a new petition is required, the Client agrees to compensate AECC for the variance petition fee and associated Fed-Ex charges (approximately \$400 per petition).
3. Any project-related mileage shall be billed at the IRS Federal Rate in effect when the work is performed.
4. If sampling on the roof (or other elevated areas) is required, the Client shall provide AECC with safe access to these areas. If the Client cannot provide access, AECC shall rent a lift or ladder. These costs shall be billed at AECC cost plus ten percent (10%).
5. AECC shall not be responsible for abatement / demolition contractor health & safety oversight during this project.
6. Any laboratory analyses not included in this proposal shall be invoiced at AECC's cost plus ten percent (10%).

If you have any questions pertaining to this proposal, please call us at (315) 432-9400. We appreciate the opportunity to bid on this project and look forward to working with you in the future.

Sincerely,
Asbestos & Environmental Consulting Corporation



Bryan Bowers
President / Owner

Attachments: Proposal Acceptance & Authorization Page
AECC Terms & Conditions

Mr. Todd Clifford
TD Development, LLC
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PROPOSAL ACCEPTANCE AND AUTHORIZATION

By signing below, the Client understands the scope of work, fee structure, and terms & conditions associated with this proposal (AECC Proposal Number: P14-140).

By: _____

Company: _____

Title: _____

Date: _____

CLIENT/BILLING INFORMATION

The invoice should be mailed to the following:

Name: _____

Company: _____

Address: _____

Phone Number: _____ Fax Number: _____

Purchase Order Number (if applicable): _____

*Email Address (required): _____

*AECC e-mails all invoices due for payment. If you require a hard copy of the invoice, in addition to the electronic copy, please check the box below:

☐ Please mail my invoice

ASBESTOS & ENVIRONMENTAL CONSULTING CORPORATION (AECC)

TERMS & CONDITIONS

1. **Services.** This Agreement is entered into between Client and Asbestos & Environmental Consulting Corporation ("Consultant") wherein Client engages Consultant to provide professional services ("Services") in connection with the project described in the proposal ("Project") to which these Terms & Conditions are attached. Client agrees that services not specifically described in the Scope of Services identified in Consultant's proposal are not the responsibility of the Consultant. This Agreement, including the contents of the proposal and the Terms & Conditions, represents the entire Agreement between the parties and supersedes any and all agreements between the parties, either oral or in writing, including any purchase or work order issued by Client. All time and mileage shall be billed from portal to portal from the nearest AECC office.
2. **Payment.** Client shall pay invoices within fifteen (15) days of receipt. Invoices not paid within fifteen (15) days of the invoice date shall be subject to a late payment fee of 1½% per month from the date of invoice (18% annually). For municipal Clients in New York State, late payment fees shall be incurred up to 9% annually.
3. **Work Product.** Services provided under this Agreement, including all reports, information, recommendations, or opinions ("Reports") prepared or issued by Consultant, are for the exclusive use and benefit of Client or its agents in connection with the Project, are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project. Client will not distribute or convey such Reports to any other persons or entities without Consultant's prior written consent which shall include a release of Consultant from liability and indemnification by the third party. Consultant's Reports, field data, drawings, test results and other work products are part of Consultant's professional services, do not constitute goods or products and are copyrighted works of Consultant. However, such copyright is not intended to limit the Client's use of its work product in connection with the Project.
4. **Standard of Care.** Consultant will strive to perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the Consultant's profession practicing in the same locality under similar circumstances at the time the services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.
5. **Limitation of Liability.** Consultant's potential liability to Client and others is grossly disproportionate to Consultant's fee due to the size, scope, and value of the Project. Therefore, unless Client and Consultant otherwise agree in writing in consideration for an increase in Consultant's fee, Client, including its directors, officers, partners, employees, agents, contractors and their respective assigns, agree to limit Consultant's liability (whether arising from contract, statutory violation or tort) to the greater of \$25,000 or the amount of Consultant's fee. This limitation of liability shall apply to all phases of Services performed in connection with this Project, whether subsequent to or prior to the execution of this Agreement. In no event shall Consultant be liable for consequential, incidental or special damages.
6. **Certifications.** Consultant shall sign certifications only if (a) Consultant approves the form of such certification prior to the commencement of Services, (b) such certification is included in Consultant's Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. Any certification shall not relieve any entity of its obligations.
7. **Samples.** All samples shall remain the property of the Client. Consultant shall preserve samples obtained no longer than sixty (60) days after the issuance of any document that includes the data obtained from those samples. After that date, Consultant may dispose of the samples.
8. **Client Responsibilities.** Client shall bear sole responsibility for (a) overall jobsite safety; (b) notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project site; and (c) providing and updating Consultant with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed Project site uses, the correct location of Project property boundaries, any change in Project plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project site. Client shall cooperate with all requests by Consultant, including obtaining permission for access to the Project site. Client releases Consultant from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others. If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Consultant shall immediately stop work in the affected area and report the condition to Client.
9. **Electronic Media.** Because data stored on electronic media can deteriorate undetected or be modified without Consultant's knowledge, the Client accepts responsibility for the completeness or readability of the electronic media after an acceptance period of 30 days from delivery of the electronic files.
10. **Indemnification.** To the fullest extent permitted by law, Client, including its directors, officers, partners, employees, agents, contractors and their respective assigns, agrees to indemnify, defend, and hold harmless Consultant, its directors, officers, employees and subcontractors from and against all claims, liability, damages, or expenses ("Claims") arising out of, in connection with or relating to any alleged act, failure to act, or other conduct of Consultant, including but not limited to, Claims alleging the negligence or other fault of Consultant, but specifically excepting Claims arising out of Consultant's sole negligence or willful misconduct. Client shall indemnify Consultant even if Client is partially or wholly without fault for such Claims.
11. **Attorneys' Fees.** Client agrees to pay upon demand all of Consultant's costs and expenses, including Consultant's reasonable attorneys' fees and disbursements, incurred in connection with the enforcement of this Agreement.
12. **Changed Conditions.** If during the course of performance of this Agreement conditions or circumstances are discovered which were not contemplated by Consultant at the commencement of this Agreement, Consultant shall notify Client of the newly discovered conditions or circumstances, and Client and Consultant shall renegotiate, in good faith, the terms and conditions of this Agreement. If amended terms and conditions cannot be agreed upon within thirty (30) days after notice, Consultant may terminate this Agreement and Consultant shall be paid for its services through the date of termination. This shall include weather related conditions.
13. **Governing Law and Venue.** This Agreement will be governed by the laws of the State of New York. If any term herein is deemed unenforceable, the remainder of the Agreement shall remain in full force and effect. If there is a lawsuit, Client hereby submits to the jurisdiction of the courts of and located within in Onondaga County, New York. Nothing herein shall affect the right of the Consultant to bring any action or proceeding against the Client or its property in the courts of any other jurisdiction.
14. **Additional Provisions.** Neither party may assign its interest in this Agreement without the prior written consent of the other. Any modification to this Agreement will be effective only if it is in writing signed by the party to be bound, except that if Consultant has performed services in reliance on Client's verbal approval to proceed, Client shall be bound by such verbal approval. One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant. This Agreement may be signed in counterpart.

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PROPOSAL ACCEPTANCE AND AUTHORIZATION

By signing below, the Client understands the scope of work, fee structure, and terms & conditions associated with this proposal (AECC Proposal Number: P14-140).

By: Todd Clifford

Company: TD Development, LLC

Title: President

Date: 5/1/2014

CLIENT/BILLING INFORMATION

The invoice should be mailed to the following:

Name: TD Development, LLC

Company: C/O Todd Clifford

Address: 720 Eagle View Ct
Mason, OH 45040

Phone Number: 513-266-6414 Fax Number: _____

Purchase Order Number (if applicable): _____

*Email Address (required): toddwclifford@gmail.com

*AECC e-mails all invoices due for payment. If you require a hard copy of the invoice, in addition to the electronic copy, please check the box below:

☐ Please mail my invoice